

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 24	
2 CONTRACT (Proc. Inst. Ident.) NO N00014-14-D-0377				3 EFFECTIVE DATE See Block 20C		4 REQUISITION/PURCHASE REQUEST/PROJECT NO. 13PR07592-00	
5 ISSUED BY Office of Naval Research Brian Kehoe (703) 588-2440 Code 254, Brian.Kehoe@navy.mil 875 North Randolph Street Arlington VA 22203		CODE N00014		6 ADMINISTERED BY (If other than item 5) ONR REG ADMIN ATLANTA ATLANTA REGION OFFICE 100 ALABAMA STREET SW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
7 NAME AND ADDRESS OF CONTRACTOR (No Street, City, Country, State and ZIP Code) Advanced Technology International Attn: NATALIE CORELLA 5300 INTERNATIONAL BLVD. CHARLESTON SC 294186937				8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9 DISCOUNT FOR PROMPT PAYMENT			
CODE 1G3V8 FACILITY CODE				10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM See Sec. G	
11 SHIP TO/MARK FOR Office of Naval Research ATTN: Neil Graf 875 North Randolph Street Arlington VA 22203		CODE N00014		12 PAYMENT WILL BE MADE BY DFAS COLUMB SOUTH ENTL-HQ0338 PO BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2304 (c) <input type="checkbox"/> 41 USC 253 (c)				14 ACCOUNTING AND APPROPRIATION DATA			
16A. ITEM NO	15B SUPPLIES/SERVICES			15C QUANTITY	15D UNIT	15E UNIT PRICE	15F. AMOUNT
Continued							
15G TOTAL AMOUNT OF CONTRACT							\$0.00
16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	16-23
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	23
X	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	23-24
X	F	DELIVERIES OR PERFORMANCE	4	L INSTRS. CONDS. AND NOTICES TO OFFERORS			
X	G	CONTRACT ADMINISTRATION DATA	4-10	M EVALUATION FACTORS FOR AWARD			
X	H	SPECIAL CONTRACT REQUIREMENTS	10-16				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number N00014-14-R-0004 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A NAME AND TITLE OF SIGNER (Type or print) Christopher R. Van Metre President				20A NAME OF CONTRACTING OFFICER Wade D. Wargo			
19B NAME OF CONTRACTOR (b)(6)		19C DATE SIGNED 8/18/2014		20B UNITED STATES OF AMERICA (b)(6)		20C DATE SIGNED 8/19/2014	
(Signature of person authorized to sign)							

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 24	
2 CONTRACT (Proc. Inst. Ident.) NO N00014-14-D-0377				3 EFFECTIVE DATE See Block 20C		4 REQUISITION/PURCHASE REQUEST/PROJECT NO 13PR07592-00	
5 ISSUED BY Office of Naval Research Brian Kehoe (703) 588-2440 Code 254, Brian.Kehoe@navy.mil 875 North Randolph Street Arlington VA 22203		CODE N00014		6 ADMINISTERED BY (If other than item 5) ONR REG ADMIN ATLANTA ATLANTA REGION OFFICE 100 ALABAMA STREET SW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
7 NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) Advanced Technology International Attn: NATALIE CORELLA 5300 INTERNATIONAL BLVD. CHARLESTON SC 294186937				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM See Sec. G	
CODE 1G3V8		FACILITY CODE					
11. SHIP TO/MARK FOR Office of Naval Research ATTN: Neil Graf 875 North Randolph Street Arlington VA 22203		CODE N00014		12. PAYMENT WILL BE MADE BY DFAS COLUMB SOUTH ENTL-HQ0338 PO BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT							\$0.00
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	16-23
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	23
X	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	23-24
X	F	DELIVERIES OR PERFORMANCE	4		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	4-10		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	10-16				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number N00014-14-R-0004 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Wade D. Wargo			
19B. NAME OF CONTRACTOR			19C. DATE SIGNED	20B. UNITED STATES OF AMERICA			20C. DATE SIGNED
BY (Signature of person authorized to sign)				BY (Signature of the Contracting Officer)			

CONTINUATION SHEET

 REFERENCE NO OF DOCUMENT BEING CONTINUED
 N00014-14-D-0377

 PAGE OF
 2 24

NAME OF OFFEROR OR CONTRACTOR

Advanced Technology International

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>NAVRIS / SDN Number: 1105347 FOB: Destination</p> <p>The contractor shall operate and manage the Navy Shipbuilding and Advanced Manufacturing Center of Excellence (NSAM COE) and perform research on approved ManTech and Non-ManTech Program technical projects in accordance with Section C, and all task orders issued hereunder, for a period of sixty (60) months after contract award date.</p> <p>NOTE: Delivery/Task orders will be issued on a cost-plus-award fee or cost-plus-fixed fee basis, as indicated in each order. It is anticipated that orders for COE Operations and Management and Project Development and Management will be awarded on a CPFF basis. The individual order type (e.g., CPFF, CPAF) for performance of Non-Navy ManTech projects shall be determined by the ONR Program Officer. It is anticipated that Non-Navy ManTech projects will be awarded on a CPFF basis. Orders for performance of ManTech Technical Projects will be CPAF type. CPAF orders shall include "zero" base award fee amount. (See Section J, Attachment 1, Award Fee Plan.)</p> <p>(See Section G, ONR Clause No. 190 for Minimum Contract Guarantee and Maximum Potential)</p> <p>The obligated amount of award: \$0.00. The total for this award is shown in box 15G.</p>				

SECTION C - Description/Specifications

ONR 0189 Description/Specifications/Work Statement

- (1) The work and services to be performed hereunder shall be subject to the requirements and standards contained in the Statement(s) of Work, the Contract Data Requirements Lists (as specified in each Delivery Order), and the following paragraph(s):
- (2) The purpose of CLIN 0001 is to provide for an instrument under which orders can be issued for, but not limited to the following:
 - A. The management, administration and technical oversight of the Naval Shipbuilding and Advanced Manufacturing Center of Excellence (NSAM COE) and the performance of Special Projects, which will be awarded as Delivery Order 0001.
 - B. The development and management of Navy ManTech projects for the Naval Shipbuilding and Advanced Manufacturing Center of Excellence (NSAM COE), which will be awarded as Order 0002.
- (3) The purpose of Delivery Order 0002 - Option A: Continuation Efforts is to provide for assumption of and the continued management of ongoing Navy ManTech and Non- Navy ManTech projects currently under the existing Center for Naval Shipbuilding Technology (CNST) Contract.
- (4) Award Fee obligation/administration shall be on any applicable project delivery order. [See Section J, Attachment 1, Award Fee Plan].
- (5) Deliverable data requirements shall be specified on each delivery order as applicable.

SECTION D - Packaging and Marking

ONR 0009 Packaging & Marking

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

ONR 5252.235-9714 Report Preparation

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005 (R2010), entitled, "Scientific and Technical Reports - Preparation, Presentation and Preservation".

[NOTE: All National Information Standards Organization (NISO) American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from the NISO website by clicking on "Link to Buy". NISO is located at 3600 Clipper Mill Road, Suite 302, Baltimore, MD 21211. NISO can be reached by telephone at (301) 654-3600 or by fax at (410) 685-5278.

SECTION E - Inspection and Acceptance

ONR 0120 Inspection and Acceptance- Order

Inspection and acceptance of deliveries under this order will be accomplished by the Program Officer designated below, who shall have thirty (30) days after delivery for acceptance.

Office of Naval Research
Attn: Neil Graf
875 North Randolph Street
Arlington, VA 22203-1995
Telephone: (703) 696-0344
E-Mail: neil.graf@navy.mil

SECTION F - Deliveries or Performance

ONR 0166 Period of Performance

1. The ordering period for CLIN 0001 is from the contract award date (Block 28 of the Standard Form 33) through sixty (60) months thereafter. Orders placed within this ordering period may continue until the delivery date/end date specified in the order. Each order shall specifically set forth the items to be delivered, delivery terms, and the delivery date and/or period of performance.

2. Distribution, consignment and marking instructions for all contract line items shall be in accordance with Enclosure Number 1 of Exhibit A of each order, as applicable. The address for the cognizant Program Officer is as follows:

Office of Naval Research
875 North Randolph St.
Attention: Neil Graf
Code: 03TMT
Arlington, Virginia 22203-1995

SECTION G - Contract Administration Data

ONR 0019 Payment of Allowable Costs & Fixed Fee (As applicable to each Order)

As consideration for the proper performance of the work and services required for orders placed under this contract, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment", not to exceed the amount set forth as "Estimated Cost" in Section B of the order, subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as

"Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The fixed fee withhold should be applied to each voucher. The ACO shall release the withhold in accordance with the provisions of FAR 52.216-8.

ONR 0021 Incrementally Funded Orders

The Government, at its discretion, reserves the right to incrementally fund any order issued under this contract. If an order is incrementally funded, the order shall specify the total amount of the order, the amount obligated, the estimated performance period based on the amount of available funds, and a statement that the Contractor is not required to perform work nor is the Government obligated to reimburse the Contractor for work performed in excess of the amounts obligated. All incrementally funded cost reimbursement orders will be funded in accordance with the clause FAR 52.232-22, Limitation of Funds, and the following appropriate "Allotment of Funds" clause:

The following is applicable to CPFF Orders:

Allotment of Funds

It is hereby understood and agreed that this order will not exceed a total amount of \$__; including an estimated cost of \$__ and a fixed fee of \$___. The total amount obligated under this order is \$___. The total amount presently available for payment and allotted to CLIN 0001 of this order is \$__; including an estimated cost of \$__ and a fixed fee of \$___. It is estimated that the amount allotted of \$__ will cover the period from date of award through (insert date).

The following paragraph will be added as many times as necessary when there are multiple funded CLINs.

The total amount presently available for payment and allotted to CLIN (Insert) of this order is \$__; including an estimated cost of \$__ and a fixed fee of \$___. It is estimated that the amount allotted of \$__ will cover the period from date of award through (Insert).

The following is applicable to CPAF Orders:

(NOTE: MANTECH FUNDED ORDERS WILL NOT INCLUDE A BASE FEE AMOUNT. ENTIRE AWARD FEE WILL BE DETERMINED AND FUNDED UNDER THE MANTECH PROJECT DELIVERY ORDERS

Allotment of Funds

The total amount obligated under this order is \$___. Under CLIN XXXX of this order, it is hereby understood and agreed upon that this line item will not exceed an estimated cost of \$___. The total amount presently available for payment and allotted to CLIN XXXX of this order is \$___. It is estimated that the amount allotted of \$__ will cover the period from DDMMYYYY through DDMMYYYY.

Note: The base fee amount is \$0.

The potential award fee amount of \$__ will be added to the applicable ManTech project delivery order. See Section J, Attachment 1, Award Fee Plan.

Note: An Award Fee amount may be earned upon semi-annual evaluation of results in accordance with Section J, Attachment 1, Award Fee Plan.

ONR 0067 Ordering Officer

The Office of Naval Research (ONR) Procuring Contracting Officer (PCO) or his/her duty authorized representative, shall act as Ordering Officer for the contract and is responsible for issuing orders placed hereunder. Orders shall be placed unilaterally or bilaterally by the Ordering Officer by issuance of a DD Form 1155, Order For Supplies or Services.

The ONR point of contact information is as follows:

Office of Naval Research
One Liberty Center
875 North Randolph St.
Arlington, VA 22203-1995

Attn: Neil Graf
ONR 03TMT
Email: neil.graf@navy.mil
Telephone: (703) 696-0344

ONR 0152 Method of Payment

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment", not to exceed the amount set forth as "Estimated Cost" in Section B, subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The fixed fee withhold should be applied to each voucher. The ACO shall release the withhold in accordance with the provisions of FAR 52.216-8.

ONR 0167 Submission of Invoices

PAYMENT AND INVOICE INSTRUCTIONS (COST TYPE)

The Office of Naval Research (ONR) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD Form 250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment..

It is recommended that the person in your company designated as the System for Award Management (SAM) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://www.acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors", "WAWF Vendor Guide", and "Creating a Cost Voucher Invoice."

The designated SAM point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the SAM POC will self-register on the WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register at the WAWF <https://wawf.eb.mil>.

The following required information should automatically fill-in via WAWF; if it does not fill-in, include the following:

Issue By DODAAC: N00014

Admin DODAAC: N66020

Pay DODAAC: HQ0338

Fill-in the following additional information:

DCAA Auditor DODAAC: HAA632

Service Approver DODAAC: N00014

The following additional information may need to be filled in:

LPO DODAAC: N00014 (Note - this line is required only when the "PAYMENT WILL BE MADE BY" DODAAC begins with an 'N')

After self-registering and logging on to the WAWF system, click on the plus sign next to the word "Vendor" and then click on the "Create New Document" link. Enter the contract number, cage code, and Pay DODAAC (above) and hit submit. Select the "Cost Voucher" invoice type within WAWF-RA. This type of invoice fulfills any requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Back up documentation, SMB limit, can be included and attached to the invoice in WAWF under the "Misc Info" tab. Fill-in all applicable information under each tab.

Take special care when you enter Line Item information - the Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following two informational items exactly as they appear in the contract:

Item Number: If the contract schedule has more than one Accounting Classification Reference Number (ACRN) listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character separately identified Sub Line Item Number (SLIN) (e.g. - 0001AA) or Informational SLIN (e.g. - 000101), otherwise use the 4 character CLIN (e.g. - 0001).

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the SLIN or CLIN. (Note - DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY ACRN).

Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting: (Note - since WAWF does not accept the use of multiple ACRNs for any single CLIN or SLIN on one invoice; multiple invoices may have to be used - use the WAWF "Line Item" "Description" area to note the use of multiple invoices). For all invoices submitted against CLINs with multiple ACRNs, the billing shall be paid in

accordance with PGI 204.7108, Clause 252.204-0012, Contract-wide: Other (SEP 2009). The payment office shall make payments by ACRN as specified on the WAWF invoice or voucher.

After all required information is included, click on the "Submit" button under the "Header" tab.

Helpful Note: Shipment Number format should be three alpha and 4 numeric characters (e.g., SER0001).

Note: The contractor shall submit invoices for payment per contract terms and the Government shall process invoices for payment per contract terms.

If you have any questions regarding the WAWF, please contact the DoD WAWF Assistance Line at: 1-866-618-5988 or the DoN WAWF Assistance Line at 1-800-559-9293.

To find out the status of payment due from invoices please contact any of the following numbers:

DFAS Columbus Query Number: 1-800-756-4571
DFAS Charleston Query Number: 1-800-755-3642
You may also try the following website:

<https://myinvoice.csd.disa.mil>

ONR 0168 Procuring Office Representative- Solicitation

(a) In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 26 on Standard Form 33.

Contract Negotiator – Mary Helen Dent; ONR 254, mary.dent@navy.mil, 703 254-7288
(If initial response to contract negotiator's email goes unanswered after 3 business days or the contractor knows the previous negotiator has left ONR, forward message to brian.kehoe@navy.mil.)
Inspection and Acceptance – Neil Graf, ONR 03TMT, (703) 696-0344, neil.graf@navy.mil
Security Matters – Ms. Diana Pacheco, ONR 43, (703) 696 8177, DSN 426 8177, E-Mail Address: diana.pacheco@navy.mil
Patent Matters – Mr. John Forrest, ONR 00CC, (703) 696-4000, DSN 426-4000, E-Mail Address: john.forrest@navy.mil

(b) The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, 875 North Randolph St. Arlington, VA 22203-1995. The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

ONR 0188 Technical Projects Approved Under this Contract

(1) One or more Delivery Orders for Navy ManTech Projects may be issued and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

Project Number	CLIN	Description	Participants	Period of Performance	Government Cost	Contractor Cost	Total Cost	Potential Award Fee	Total Cost
ACRN: _____									
S _____									

(To be completed as technical projects are approved)

(2) One or more Delivery Orders for Non-ManTech Projects may be issued and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

Project Number	Description	Participants	Period of Performance	Cost	Fixed Fee	Total Cost
ACRN: _____						
\$ _____						

(To be completed as technical projects are approved)

(3) Special Projects and Rapid Response Project, if approved by the ONR Program Officer, may be performed under Delivery Order 0001, COE Operations and Management (for Special Projects) and under Delivery Order 0002, Project Development and Management (for Rapid Response Projects), and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

Project Number	Project Type (Rapid Response, etc.)	Description	Participants	Period of Performance	Government Cost	Contractor Cost	Total Cost	Fixed Fee	Total Cost
ACRN: _____									
\$ _____									

(To be completed as technical projects are approved)

ONR 0190 Minimum Contract Guarantee and Maximum Potential

(a) This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total minimum dollar amount the Government may order under this contract is \$125,000 (one hundred twenty-five thousand dollars). The maximum dollar amount the Government may order under this contract is \$99,000,000 (ninety nine million dollars).

(b) The Government shall have no obligation to issue delivery orders to the Contractor beyond the total minimum dollar amount specified in paragraph (a) of this clause. Once the conditions of paragraph (a) have been met, the Contractor will continue to have the "fair opportunity" to be issued delivery order(s) under this contract unless notified by the PCO in accordance with the Clause entitled Ordering Procedures.

ONR 0191 Task Order Minimum/Maximum Quantity

The minimum order value for any given Task Order issued under CLIN 0001 may not be less than \$25,000. The maximum order value for any given Task Order issued under CLIN 0001 may not be greater than the maximum value stated under that CLIN.

ONR 0192 Type of Contract.

(a) This is an Indefinite-Delivery/Indefinite Quantity (IDIQ) Contract, which allows issuance of orders on a cost-plus-fixed-fee (CPFF) basis, cost (no fee) basis, Cost Share basis and Cost Plus Award Fee (CPAF) basis.

(b) Delivery/Task orders will be issued on a cost-plus-award-fee or cost-plus-fixed-fee basis, as indicated in each order. It is anticipated that orders for COE Operations and Management and Project Development and Management will be awarded on a CPFF basis. The individual order type (e.g., CPFF, CPAF) for performance of Non-Navy ManTech projects shall be determined by the ONR Program Officer. It is anticipated that Non-Navy ManTech projects will be awarded on a CPFF basis. Orders for performance of Navy ManTech Technical Projects will be CPAF type. CPAF orders shall include "zero" base award fee amount. [See Section J, Attachment I, Award Fee Plan.]

SECTION H - Special Contract Requirements

ONR 0070 Consent to Subcontract and/or Hire Consultants

The services of the following subcontractors and/or consultants have been identified as necessary for the performance of this contract:

(To be identified in each issued Task Order as applicable.)

The preceding listing of subcontracts were evaluated during negotiations as required by Paragraph (j) of the contract clause at FAR 52.244-2 entitled "Subcontracts" and therefore do not require consent in accordance with paragraphs (c) and (e) of the Subcontracts clause. This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2 (e) (1) (i) through (vii).

For additional subcontracts beyond those listed above, the Contracting Officer's written consent to subcontract is only required in accordance with Paragraphs (b), (c), and (d) of FAR 52.244-2.

ONR has delegated contract administration to the Administrative Contracting Officer (ACO) at the cognizant Contract Administration Office (Block 7 of this DD Form 1155 or Block 6 of the Standard Form 26). Although ONR has provided authority to subcontract for the preceding list of subcontracts, ONR is not retaining any post award function for the consent of subcontracts in accordance with FAR 42.302(a)(51). Therefore, any consents to subcontract required in accordance with FAR 52.244-2 after contract award shall be submitted to the ACO for action.

ONR 0169 Invention Disclosures and Reports

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer

ONR 0170 Travel

Travel cost shall be reimbursed in accordance with FAR 31.205-46 at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of travel, as set forth in the Federal Travel Regulations, Joint Travel Regulation and Standards Regulations, Section 925, as applicable. In the event award is made to an educational institute, travel shall be reimbursed in accordance with 2 CFR 220 (Cost Principles Education Institution).

All air travel must be booked on American-flagged carriers, unless otherwise directed by the Contracting Officer. Actual modes of transportation and costs shall be agreed to in advance.

ONR 0171 Other Direct Costs (ODCs)

The Government will reimburse the Contractor on the basis of actual cost. Before any purchase of materials, the Contractor shall obtain approval from the COR for all items over \$2,500. For materials with an estimated value of \$3,000 or more, the Contractor shall seek at least two competitive price quotations and award to the lowest price.

For the purpose of reimbursement of materials over \$3000, evidence of competitive pricing shall be submitted with a detailed list of all ODC materials purchased. The list shall include complete manufacturer information (part #s, nomenclature, quantity, unit of issue, prices) as part of the monthly billing and status reports.

All ODCs from the quarter shall be itemized in the COE Quarterly Report. The itemized list shall include: ODC, description/purpose, date of purchase, quantity, unit cost, and total cost.

The Contractor shall provide receipts and other supporting documentation for verification of the ODC incurred. The COR will verify ODCs charged for accuracy, allocability, and allowability.

The terms and conditions related to the use or provision of government furnished property, materials or the authorization to acquire property under this Contract shall be specified in any resultant order.

ONR 0172 Program Management Review

A Program Management Review (PMR) is defined as any meeting necessary to support or review the work accomplished and to assess whether the Small Business Subcontracting Plan goals are met under this Contract. PMRs are considered typical in the conduct and review of the contract and will not be separately reimbursed. It is anticipated a PMR will be held at least every three months.

ONR 0173 Cost Sharing Minimum

The Government anticipates cost sharing for the research work to be performed under Navy ManTech Projects. The parties recognize that the appropriate level of cost share will be negotiated for individual technical projects and will be identified in Section G-ONR 0188.1.

ONR 0174 Estimated Cost and Cost Sharing (As applicable to each order.)

(Amounts to be inserted at time of individual Task Order award).

(a) It is estimated that the total cost of performing the work under this order will be \$_____.

(b) For performance of the work under this order, the Contractor shall be reimbursed for not more than _____ percent of the costs of performance determined to be allowable under the Allowable Cost and Payment clause. The remaining _____ percent or more of the costs of performance so determined shall constitute the Contractor's share, for which it will not be reimbursed by the Government.

(c) For purposes of the FAR 52.232-20, Limitation of Cost, the total estimated cost to the Government is hereby established as \$_____ [insert estimated Government share]; this amount is the maximum Government liability.

(d) The Contractor shall maintain records of all contract costs claimed by the Contractor as constituting part of its share. Those records shall be subject to audit by the Government. Cost contributed by the Contractor shall not be charged to the Government under any other grant, contract, or agreement (including allocation to other grants, contracts, or agreements as part of an independent research and development program).

ONR 0175 Orders

(a) General

(1) Orders for research, services, or supplies may be issued by the Contracting Officer (CO) for work as specified in Sections B and C of the Schedule at any time during the effective period of this contract. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary for accomplishing the work specified in each order issued hereunder. All the provisions in this contract shall be applicable to all orders issued hereunder. To the extent of any inconsistency between any order and this contract, the contract shall control. It is understood and agreed upon that the Government has no obligation to issue any orders beyond paying the contract minimum on demand at the end of the contract period. The Contractor agrees to accept and perform orders issued by the CO within the scope of this contract during the term set forth elsewhere in the schedule.

(2) Task Orders may be placed at any time during the ordering period specified. Completion tasks may continue until the ordered effort is completed. Task Orders may be issued on a Cost-Plus Fixed-Fee (CPFF), Cost, Cost Share, or Cost Plus Award Fee (CPAF) basis as determined by project type and as indicated in each order.

(b) Ordering

(1) Orders and revisions thereto shall be made in writing by the CO.

(2) Each bilateral order shall be binding when executed by both parties.

(3) Each unilateral order shall be binding upon receipt by the Contractor. The Contractor shall acknowledge receipt of the order within five (5) days after receipt thereof. These orders may be issued through facsimile as well as through electronic and regular mail.

(c) Bilateral Orders

With exception to paragraph (d) (below), the Contractor shall not begin any work until a bilateral order is issued by the CO.

(d) Unilateral Orders

(1) **Priced:** The CO may issue unilateral orders, either fully or incrementally funded, based upon acceptance of the Contractor's proposals. Upon receipt of a unilateral order, the Contractor shall promptly commence the work specified therein. Unilateral orders are subject to either the "Limitation of Cost" (when fully funded) or "Limitation of Funds" (when incrementally funded) clause as incorporated into this contract. The Contractor shall acknowledge receipt of the order within five (5) days of receipt.

(2) **Unpriced:** When determined to be in the best interest of the Government, the CO may unilaterally issue an undefinitized order directing the Contractor to proceed with performance of the work specified therein. The order shall include the clause entitled "Definitization Requirements - Undefinitized Orders" (see paragraph (g) below), plus a delivery schedule for the work being ordered.

(e) Cost or Pricing Data

Whenever cost or pricing data are required in accordance with FAR 15.403, the Contractor shall submit required data in accordance with FAR 15.408, Table 15-2. If a Certificate of Current Cost or Pricing Data is required, it shall be provided in accordance with FAR 15.406-2.

(f) Definition

The term Contracting Officer as used in this provision includes the Administrative Contracting Officer (ACO).

(g) Definitization Requirements - Undefinitized Orders

- (1) When an undefinitized contract action is issued, the Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive order. The Contractor agrees to submit a proposal and any necessary cost or pricing data to support its proposal.
- (2) In accordance with the requirements of DFARS 217.7404-3, the schedule for definitizing any undefinitized order shall be specified in the order and shall include:
 - a. Submission Due Date of Contractor's Proposal
 - b. Projected Date for Commencement of Negotiations
 - c. Target Date for Definitization
- (3) If agreement on a definitive order to supersede this undefinitized order is not reached by the target date specified in the definitization schedule, or within any extension thereof granted by the Contracting Officer, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price or fee in accordance with FAR Part 15, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the order, subject only to the limitation of Government liability set forth in paragraph (6) below.
- (4) The Contractor further agrees that the Government shall not be liable under such definitization for an increase in the estimated cost and fee which combined would cause the definitized price of the order to exceed the ceiling amount specified in the undefinitized order (See DFARS 217.7404-2). The not to exceed price specified is a maximum and shall not be construed as an indication, other than a limit on the amount, if any, of such definitization. Subject to the foregoing, failure to agree to pay any definitization shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."
- (5) Pending definitization of an order, the estimated cost of efforts performed under this undefinitized order for purposes of the clause of the contract entitled "Limitation of Cost" or "Limitation of Funds", as appropriate, is the limitation of Government liability set forth in paragraph (6) below. The Contractor shall be reimbursed for the costs of efforts performed under this undefinitized order in accordance with the clause of this contract entitled "Allowable Cost and Payment", but in no event for an amount greater than the estimated cost of such efforts. The Contractor shall bill no fee against the estimated cost until this order is definitized.
- (6) In performing this undefinitized order, the Contractor is not authorized to make expenditures or incur obligations exceeding the amount obligated to the undefinitized order (see DFARS 217.7404-4 for funding limitations). This is the maximum amount, including fee, for which the Government shall be liable if this order is terminated.

(h) Termination of Orders

- (1) The Government may terminate performance of work under any order in whole or, from time to time, in part if ---
 - a. The Contracting Officer determines that a termination is in the Government's interest; or
 - b. The Contractor defaults in performing any order and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance,

- (2) The Contracting Officer shall terminate the order by delivering to the Contractor a Notice of Termination specifying whether the termination is for default of the Contractor or for Convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if termination was for the convenience of the Government.
- (3) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the obligations specified in the "Termination (Cost Reimbursement)" clause.

ONR 0176 Determination of Award Fee

Award fee shall be determined in accordance with the provisions set forth in this clause and Section J, Attachment 1, Award Fee Plan. The base fee shall be 0% with a maximum award fee of 8%.

The determination by the Government of any award fee amounts earned by the Contractor is a unilateral decision made by the Government. Each unilateral action under this Contract authorizing the Contractor to bill for earned award fee shall represent a final decision of the amount of the award fee earned by the Contractor and shall not be subject to dispute by the Contractor under the clause entitled "Disputes" or any other clause of the Contract and shall not be appealable to any Board of Contract Appeals, Claims Court, or any other court. Payment of award fee is also not subject to the "Allowable Cost and Payment" clause of the Contract.

ONR 5252.237-9705 Key Personnel (DEC 1988)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least [Insert Number of Days] days in advance [Insert Number of days] days if security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.
- (d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

[To Be Named in each issued Task Order.]

ONR 5252.242-9718 Technical Direction (FEB 2002)

(a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:

- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

- (1) Assign additional work under the contract;
- (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
- (4) Change any of the terms, conditions or specifications of the contract.

(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

ONR 5252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1996)

The COR for this contract is:

Name: Neil Graf

Code: 03TMT

Mailing Address: 875 North Randolph Street, Arlington VA 22203

Telephone No: (703) 696-0344

The Alternate COR for this contract is:

N/A

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order).

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (ordering officer) in writing. No action shall be taken by the contractor until the contracting officer (or ordering officer) has issued a modification to the contract (or delivery order) or has otherwise resolved the issue.

In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

SECTION I - Contract Clauses

FAR 52.202-1 Definitions. (NOV 2013)

FAR 52.203-3 Gratuities. (APR 1984)

FAR 52.203-5 Covenant Against Contingent Fees. (APR 1984)

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

FAR 52.203-7 Anti-Kickback Procedures. (OCT 2010)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)

FAR 52.203-16 Preventing Personal Conflicts of Interest. (DEC 2011)

FAR 52.204-2 Security Requirements. (AUG 1996)

FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

FAR 52.204-7 System for Award Management. (JUL 2013)

FAR 52.204-7 System for Award Management. (JUL 2013) - Alternate I (JUL 2013)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)

FAR 52.204-13 System for Award Management Maintenance (JUL 2013)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)

FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)

FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (MAY 2012)

FAR 52.210-1 Market Research. (APR 2011)

FAR 52.215-2 Audit and Records - Negotiation. (OCT 2010)

FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

FAR 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (AUG 2011)

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data. (OCT 2010)

FAR 52.215-14 Integrity of Unit Prices. (OCT 2010)

FAR 52.215-14 Integrity of Unit Prices. (OCT 2010) - Alternate I (OCT 1997)

FAR 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)

FAR 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)

FAR 52.215-19 Notification of Ownership Changes. (OCT 1997)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data or Data Other Than Cost or Pricing Data. (OCT 2010)

FAR 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)

FAR 52.215-23 Limitations on Pass-Through Charges. (OCT 2009) – Alternate I (OCT 2009)

FAR 52.216-7 Allowable Cost and Payment. (JUN 2013)

FAR 52.216-8 Fixed Fee. (JUN 2011)

FAR 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the latest delivery date specified in any order issued hereunder.

(End of clause)

FAR 52.217-8 Option to Extend Services. (NOV 1999)

FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within one day prior to expiration of any option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one day before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty months.

(End of clause)

FAR 52.219-9 Small business subcontracting plan. (JUL 2013)

FAR 52.219-10 Incentive Subcontracting Program. (OCT 2001)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, and women-owned small business concerns in performing this contract, it will receive 0 percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

(End of clause)

FAR 52.219-16 Liquidated Damages - Subcontracting Plan. (JAN 1999)

FAR 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

FAR 52.222-2 Payment for Overtime Premiums. (JUL 1990)

FAR 52.222-3 Convict Labor. (JUN 2003)

FAR 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

FAR 52.222-26 Equal Opportunity. (MAR 2007)

FAR 52.222-35 Equal Opportunity for Veterans. (SEP 2010)

FAR 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

FAR 52.222-37 Employment Reports on Veterans. (SEP 2010)

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

FAR 52.222-50 Combating Trafficking in Persons. (FEB 2009)

FAR 52.222-54 Employment Eligibility Verification. (AUG 2013)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

FAR 52.223-6 Drug-Free Workplace. (MAY 2001)

FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

FAR 52.224-2 Privacy Act. (APR 1984)

FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

FAR 52.227-1 Authorization and Consent. (DEC 2007)

FAR 52.227-1 Authorization and Consent. (DEC 2007) -- Alternate I (APR 1984)

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)

FAR 52.227-10 Filing of Patent Applications - Classified Subject Matter. (DEC 2007)

FAR 52.227-11 Patent Rights-Ownership by the Contractor. (DEC 2007)

FAR 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)

FAR 52.230-2 Cost Accounting Standards. (MAY 2012)

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (MAY 2012)

FAR 52.230-6 Administration of Cost Accounting Standards. (JUN 2010)

FAR 52.232-9 Limitation on Withholding of Payments. (APR 1984)

FAR 52.232-17 Interest. (OCT 2010)

FAR 52.232-20 Limitation of Cost. (APR 1984)

FAR 52.232-22 Limitation of Funds. (APR 1984)

FAR 52.232-23 Assignment of Claims. (JAN 1986)

FAR 52.232-25 Prompt payment. (JUL 2013)

FAR 52.232-25 Prompt payment. (JUL 2013) - Alternate I (FEB 2002)

FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

FAR 52.233-1 Disputes. (JUL 2002)

FAR 52.233-3 Protest after Award. (AUG 1996)

FAR 52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)

FAR 52.239-1 Privacy or Security Safeguards. (AUG 1996)

FAR 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)

FAR 52.242-3 Penalties for Unallowable Costs. (MAY 2001)

FAR 52.242-4 Certification of Final Indirect Costs. (JAN 1997)

FAR 52.242-13 Bankruptcy. (JUL 1995)

FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987)

FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)

FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate V (APR 1984)

FAR 52.244-2 Subcontracts. (OCT 2010)

FAR 52.244-5 Competition in Subcontracting. (DEC 1996)

FAR 52.244-6 Subcontracts for Commercial Items. (DEC 2013)

FAR 52.245-1 Government Property. (APR 2012) – Alternate I (APR 2012)

FAR 52.245-9 Use and Charges (APR 2012)

FAR 52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984)

FAR 52.246-9 Inspection of Research and Development (Short Form). (APR 1984)

FAR 52.246-23 Limitation of Liability. (FEB 1997)

FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)

FAR 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)

FAR 52.249-14 Excusable Delays. (APR 1984)

FAR 52.251-1 Government Supply Sources. (APR 2012)

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [insert regulation name] (48 CFR []) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

FAR 52.253-1 Computer Generated Forms. (JAN 1991)

DFAR 252.201-7000 Contracting Officer's Representative. (DEC 1991)

DFAR 252.203-7000 Requirements Relating to Compensation of Former DoD Officials. (SEP 2011)

DFAR 252.203-7001 Prohibition on persons convicted of fraud or other defense-contract-related felonies. (DEC 2008)

DFAR 252.203-7002 Requirement to Inform Employees of Whistleblower Rights. (JAN 2009)

DFAR 252.203-7004 Display of fraud hotline poster(s). (DEC 2012)

DFAR 252.204-7000 Disclosure of information. (AUG 2013)

DFAR 252.204-7003 Control of Government Personnel Work Product. (APR 1992)

DFAR 252.204-7004 Alternate A, System for Award Management. (MAY 2013)

DFAR 252.204-7005 Oral Attestation of Security Responsibilities. (NOV 2001)

DFAR 252.204-7006 Billing Instructions. (OCT 2005)

DFAR 252.204-7008 Reserved.

DFAR 252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol. (JAN 2009)

DFAR 252.205-7000 Provision of Information to Cooperative Agreement Holders. (DEC 1991)

DFAR 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country. (JAN 2009)

DFAR 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country. (DEC 2006)

DFAR 252.211-7003 Item unique identification and valuation. (DEC 2013)

DFAR 252.211-7007 Reporting of Government-Furnished Property. (AUG 2012)

DFAR 252.215-7000 Pricing Adjustments. (DEC 2012)

DFAR 252.215-7002 Cost Estimating System Requirements. (DEC 2012)

DFAR 252.219-7003 Small Business Subcontracting Plan (DoD Contracts). (JUN 2012)

DFAR 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements. (DEC 2010)

DFAR 252.223-7004 Drug-Free Work Force. (SEP 1988)

DFAR 252.223-7006 Prohibition on storage and disposal of toxic and hazardous materials. (APR 2012)

DFAR 252.225-7012 Preference for Certain Domestic Commodities. (FEB 2013)

DFAR 252.225-7013 Duty-Free Entry. (OCT 2013)

DFAR 252.225-7031 Secondary Arab Boycott of Israel. (JUN 2005)

DFAR 252.226-7001 Utilization of Indian organizations, Indian-owned economic enterprises, and native Hawaiian small business concerns. (SEP 2004)

DFAR 252.227-7013 Rights in technical data-Noncommercial items. (JUN 2013)

DFAR 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (MAY 2013)

DFAR 252.227-7016 Rights in bid or proposal information. (JAN 2011)

DFAR 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (MAY 2013)

DFAR 252.227-7027 Deferred Ordering of Technical Data or Computer Software. (APR 1988)

DFAR 252.227-7030 Technical Data - Withholding of Payment. (MAR 2000)

DFAR 252.227-7037 Validation of restrictive markings on technical data. (JUN 2013)

DFAR 252.227-7038 Patent Rights - Ownership by the Contractor (Large Business). (JUN 2012)

DFAR 252.227-7039 Patents - Reporting of Subject Inventions. (APR 1990)

DFAR 252.231-7000 Supplemental Cost Principles. (DEC 1991)

DFAR 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. (JUN 2012)

DFAR 252.235-7011 Final Scientific or Technical Report. (NOV 2004)

DFAR 252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008)

DFAR 252.242-7004 Material Management and Accounting System. (MAY 2011)

DFAR 252.242-7005 Contractor Business Systems. (FEB 2012)

DFAR 252.242-7006 Accounting System Administration. (FEB 2012)

DFAR 252.243-7002 Requests for equitable adjustment. (DEC 2012)

DFAR 252.244-7001 Contractor Purchasing System Administration. (JUN 2012)

DFAR 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

DFAR 252.245-7002 Reporting Loss of Government Property. (APR 2012)

DFAR 252.245-7003 Contractor Property Management System Administration (APR 2012)

DFAR 252.246-7000 Material Inspection and Receiving Report. (MAR 2008)

DFAR 252.247-7023 Transportation of supplies by sea. (JUN 2013)

DFAR 252.247-7023 Transportation of supplies by sea. (JUN 2013) - Alternate III (MAY 2002)

DFAR 252.251-7000 Ordering From Government Supply Sources. (AUG 2012)

DFAR Deviations 252.225-7993 Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations (Deviation 2012-O0005) (JAN 2012)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contract Activity (HCA) has the authority to –

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	NSAM COE Award Fee Plan	08/14/2014	8		BASE
2	NSAM DD254	Pending	2		BASE
3	NSAM COE Report Formats	08/14/2014	5		BASE
4	NSAM COE COR Appt. Letter	08/14/2014	3		BASE
5	Small Business Subcontracting Plan	4/29/2014	10		BASE

SECTION K - Representations, Certifications, and Other Statements of Bidders

FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (JAN 2011)

FAR 52.219-8 Utilization of small business concerns. (JUL 2013)

FAR 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

ONR 0178 Representations, Certifications, and Other Statements of Offerors

The latest version of the ONR Representations and Certifications may be found here:

http://www.onr.navy.mil/en/Contracts-Grants/submit-proposal/~/_media/Files/Contracts-Grants/Downloadable%20Forms/Contract-Specific-Representations-Certifications.ashx

Award Fee Plan

1.0 Introduction

This Award Fee Plan is the basis for the Office of Naval Research (ONR) evaluation of Contractor performance on Manufacturing Technology (ManTech) projects. It describes criteria and procedures used to assess performance and to determine the amount of award fee earned on each ManTech project in accordance with the requirements of Federal Acquisition Regulation (FAR) 16.401. This plan describes how the Contractor's performance is measured against award fee evaluation criteria and how that evaluation results in the overall award fee adjectival rating and award fee percentage available as specified in the FAR.

The determination by the Government of any award fee amounts earned by the Contractor is a unilateral decision made by the Government. Each unilateral action under this Contract authorizing the Contractor to bill for earned award fee shall represent a final decision of the amount of the award fee earned by the Contractor and shall not be subject to dispute by the Contractor under the clause entitled "Disputes" or any other clause of the Contract and shall not be appealable to any Board of Contract Appeals, Claims Court, or any other court. Payment of award fee is also not subject to the "Allowable Cost and Payment" clause of the Contract.

The award fee will be provided to the Contractor through contract modifications and in accordance with the award fee provisions of the Contract. The award fee earned and payable will be determined by the Fee Determining Official (FDO) based upon review of the performance of the Contractor and the project performance of any or all subcontractors against the criteria set forth in this plan.

2.0 Determination of Award Fees

The FDO (ManTech Director, ONR-03T) shall determine award fee amounts earned for ManTech project performance over each evaluation period based on recommendations by the ManTech Program Officer (ONR-03T) and, if appropriate, the Contracting Officer (CO) (ONR-253).

3.0 Definitions

- a. **Award Fee.** The maximum available award fee amount that can be earned is 8%. The available award fee pool for each evaluation period (see 3.b. below) will be specified in the delivery order for each project. Program Officers are encouraged to apportion award fee pool amounts over the evaluation periods of the project in a way that is representative of not only the effort expended in that period, but of the value to the Navy. Typically, this will result in a minimal award fee pool amount in the first evaluation period and a major portion of the award fee pool in the final evaluation period. The award fee earned by the Contractor will be determined after the completion of each evaluation period.
- b. **Performance Evaluation Periods.** After award of a Center of Excellence (COE) contract by ONR, the ManTech Program Officer shall establish performance evaluation periods for that contract. Each performance evaluation period will cover six months of performance. A project that begins with three months or less remaining in the current performance evaluation period will be evaluated at the end of the subsequent evaluation period and that evaluation will include all activity since the initiation of the project. A project with a total duration of twelve months or less may be evaluated either every six months or only once after project completion as specified in the delivery order for the project. If a project

receives a Period of Performance (POP) extension, the distribution of the remaining award fee pool shall be adjusted to reflect the new performance period, and the award fee amounts for each evaluation period shall be revised as recommended by the ManTech Program Officer, approved by the FDO and specified in a delivery order modification issued by the CO.

- c. **Award Fee Evaluation Criteria.** Evaluations shall be based on the criteria specified in ANNEX 1. If the CO does not give specific notice in writing to the Contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria used in the preceding period shall be used in the current award fee evaluation period.
- d. **Subcontractor Award Fee.** The Contractor shall invoke similar award fee plans and procedures for all subcontracts. Subcontractor award fees shall be determined by the Contractor. The Government will evaluate the Contractor's performance (including the performance of subcontractors).

4.0 Award Fee Process

Evaluations of the Contractor's performance shall be conducted for each performance evaluation period with a determination of the award fee for that period based on that evaluation. The process for performance evaluation and award fee determination are as follows:

- a. **Contractor's Self Evaluation Report (CSER).** The Contractor shall submit to the ManTech Program Officer a CSER including every project to be evaluated in the evaluation period within 20 calendar days of the close of that period. This written assessment of the Contractor's performance throughout the evaluation period must contain an Award Fee Evaluation Criteria spreadsheet (ANNEX 1) for each project and may also contain any information that may be reasonably expected to assist in evaluating the Contractor's performance.
- b. **Performance Evaluation Report.** Within 15 calendar days after receipt of the CSER, the Program Officer shall review the CSER, make adjustments, as appropriate, to the Award Fee Evaluation Criteria spreadsheets for each project, and submit a written recommendation to the FDO indicating the total Award Fee Points and the resulting earned award fee amount for each project. The amount of the earned award fee recommended for a project shall be determined by using the Award Fee Conversion Chart (ANNEX 2) together with the award fee pool for the current evaluation period as specified in the delivery order for that project.
- c. **FDO Review and Approval.** Within 10 calendar days of receipt of the recommendation from the Program Officer, the FDO shall make the final determination of the total Award Fee Points and the earned award fee amount for the evaluation period. The amount of the earned award fee for a project shall be determined by using the Award Fee Conversion Chart (ANNEX 2) together with the award fee pool for the current evaluation period as specified in the delivery order for that project. The FDO shall inform the CO regarding the evaluation results and the decision to authorize payment of the earned award fee amount.
- d. **Contracting Officer Action.** Upon receipt of the authorization for payment from the FDO, the CO shall issue a contract modification enabling invoicing by the Contractor within fifteen calendar days or as soon thereafter as possible.
- e. **Report of Distribution of Award Fee.** Within 30 days after payment to the Contractor of the earned award fee for that evaluation period, the Contractor shall report the distribution of the award fee to the ManTech Program Officer. The report shall include the amount of

Award Fee distributed by the Contractor to each subcontractor and, if applicable, to the Contractor itself for the most recently completed six-month evaluation period as well as the cumulative amount to each since the initiation of the contract.

5.0 Award Fee Plan Change Procedure

Unilateral changes may be made to the Award Fee Plan by the Government. The CO shall provide written notification no later than thirty days prior to the start of the next evaluation period.

The Contractor may recommend changes to the CO no later than sixty days prior to the beginning of a new evaluation period. The CO shall notify the Contractor in writing of any change(s).

Changes to the Award Fee Plan that are applicable to a current evaluation period must be incorporated by mutual consent of both parties.

In all cases, any changes to the Award Fee Plan must be approved by the FDO.

6.0 Contract and Project Termination

If the Contract is terminated for the convenience of the Government after the start of an award fee evaluation period, the award fee earned for that period shall be determined by the FDO using the normal award fee evaluation process.

If a project on a delivery order is terminated for the convenience of the Government after the start of an award fee evaluation period, the award fee earned for that period shall be pro-rated based on the cumulative expenditures since project initiation. The total award fee earned as of termination shall not exceed 8% of the total expenditures.

After termination for convenience of the government of the Contract or of a project on a delivery order, the remaining award fee pool amounts allocated to all subsequent award fee evaluation periods cannot be earned by the Contractor and, therefore, will not be paid.

ANNEX 1 – Award Fee Evaluation Criteria

ManTech project efforts shall be evaluated using the criteria on the following three pages.

Evaluation Period:				
Project #:				
Award Fee Qualitative Ratings				
Award Fee Score:	Un satisfactory	Satisfactory	Good	Very Good
Weights	570	71-75	81-80	87 - 100
A. TECHNICAL / PROGRAMMATIC				
1. Progress Toward Technical Goals / Metrics	0.30			
Basis for Scoring:				
- Is progress toward achieving the technical goals as expected?				
<ul style="list-style-type: none"> - Technical progress does not meet expectations. Recovery plan may or may not be in place. Significant risk that technical goals will not be achieved. Little possibility of technical success of project. - Technical progress generally meets expectations but there are concerns that are justified and approved recovery plan is in place. Minor overall risk to technical success of project. - Technical progress meets project expectations and there are no concerns. Project expected to be successful. - Technical progress exceeds project expectations. Project successful or expected to be successful. 				
Score:				X 0.15 0
Justification:				
2. Quality of Work				
Basis for Scoring:				
<ul style="list-style-type: none"> - Is work of a quality consistent with technical requirements and industry norms? - Are deliverables complete accurate, and in compliance with requirements? 				
<ul style="list-style-type: none"> - Work is not complete or frequently incomplete, inaccurate, and/or either minimally compliant or non-compliant with industry norms and technical requirements. - Deliverables are of poor quality (i.e., not complete, accurate, and in compliance with requirements). - Little or no improvement from previous period. - Work is complete, generally accurate, and in compliance with minimum industry norms and technical requirements but some improvements may be desired. - Some problems with quality of deliverables (i.e., completeness, accuracy, compliance to requirements). - Consideration may be given to improvement (or lack thereof) from previous periods. - Work is thorough and accurate. Meets industry norms and technical requirements. - Deliverables are generally complete, accurate, and in compliance with requirements. - Deficiencies, if any, are minor. Some improvements desirable. - Consideration may be given to improvement from previous periods. - Work is of a high caliber of thoroughness and accuracy. Meets or exceeds industry norms and technical requirements. - Deliverables are complete, accurate, and in compliance with requirements. - Work is of the highest caliber for both thoroughness and accuracy. Exceeds industry norms and technical requirements. Little or no possibility for improvement. - All deliverables are complete, accurate, and in compliance with requirements. Little or no possibility of improvement. 				
Score:				X 0.15 0
Justification:				
B. PROJECT MANAGEMENT				
1. Adherence to Schedule	0.30			
Basis for Scoring:				
<ul style="list-style-type: none"> - Is technical progress on schedule? - Are deliverables on schedule? 				
<ul style="list-style-type: none"> - Project is significantly behind schedule. Plan to recover schedule slippage is nonexistent or not acceptable. - Deliverables rarely on schedule. - Little or no improvement from previous period. - Technical progress of project is generally on schedule. Schedule slippages, if any, have adequate justification. - Deliverables generally on schedule, and delays, if any, have not significantly impacted project performance. - Consideration may be given to improvement (or lack thereof) from previous periods. - Technical progress of project is on schedule for most tasks. Delays, if any, are minor, have adequate justification, and do not impact project performance. - Deliverables are on schedule for most tasks. - Consideration may be given to improvement from previous periods. - Technical progress of project is on or ahead of schedule for most tasks. - Deliverables are on or ahead of schedule for most tasks. - Technical progress of project is on or ahead of schedule for all tasks. - Deliverables on or ahead of schedule for all tasks. - Little or no possibility of improvement. 				
Score:				X 0.10 0
Justification:				

Award Fee Qualitative Ratings						
Award Fee Score:	Weights	Unsatisfactory	Satisfactory	Good	Very Good	Excellent
		57-60	71-75	76-80	81-90	91 - 100
2. Adherence to Spend Plan						
Basis for Scoring: - Is Contractor demonstrating cost control? - Are the monthly and cumulative expenditures on schedule and consistent with technical progress?		- Contractor does not appear to control costs and consistently incurs costs that are significantly higher or lower than projected. Spend plan was not maintained for several months, and/or cumulative costs vary by more than 15% from the approved plan (unless a greater deviation is considered to be in the best interest of the Government). - Little or no improvement from previous periods, and/or inadequate and/or unreasonable justification provided.	- Contractor attempting to control costs, but monthly and/or cumulative expenditures vary by 10% to 15% from the approved plan (unless a greater deviation is considered to be in the best interest of the Government). A higher score received and is acceptable. - Consideration may be given to improvement (or lack thereof) from previous periods and/or the reasonableness of any justification provided.	- Contractor controls costs and spend plan remains generally accurate and consistent with technical progress on both a monthly and a cumulative basis, with cumulative expenditures varying by no more than 10% from the approved plan (unless a greater deviation is considered to be in the best interest of the Government). - Consideration may be given to improvements from previous periods.	- Contractor controls costs and spend plan remains accurate and generally consistent with technical progress on both a monthly and a cumulative basis, with cumulative expenditures varying by no more than 5% from the approved plan (unless a greater deviation is considered to be in the best interest of the Government). - Little or no possibility for improvement.	Score:

Award Fee Qualitative Ratings					
	Unsatisfactory	Satisfactory	Good	Very Good	Excellent
	57-60	71-75	76-80	81-85	91 - 100
Award Fee Score: Weights:					
2. Secondary Transitions / Implementations & Technology Transfer Basis for Scoring: - Is transition of this technology to other entities and organizations being actively pursued? and/or - Is the technology being disseminated through workshops, meetings, presentations, or other related activities? and/or - If appropriate, will the technology be commercialized and/or will the workforce be improved?	- Contractor shows no interest in pursuing additional transitions or shows some consideration of additional transitions but no satisfactory plan in place to achieve them and no action demonstrated. - Technology not being disseminated through workshops, meetings, presentations, and/or other related activities. - If appropriate, commercialization and/or workforce improvement not being pursued.	- Contractor shows some interest in pursuing additional transitions. Working to identify and define additional transition paths (though perhaps transitions not possible). - Minimal effort to disseminate technology through workshops, meetings, presentations, or other related activities. - If appropriate, commercialization and/or workforce improvement appears unlikely.	- Contractor shows interest in pursuing additional transitions. Working to identify and define additional transition paths. - Secondary transitions possible through workshops, meetings, presentations, or other related activities. - If appropriate, commercialization and/or workforce improvement is possible.	- Contractor pursuing secondary transitions likely. - Technology being disseminated through workshops, meetings, presentations, or other related activities. - If appropriate, likelihood of commercialization and/or workforce improvement.	- Contractor actively pursuing additional transitions. Strong likelihood of additional transitions. - Technology being widely disseminated through workshops, meetings, presentations, and/or other related activities. - If appropriate, strong likelihood of commercialization and/or workforce improvement.
Justification:	Score: <input type="checkbox"/> X 0.05 <input type="checkbox"/> 0				
D. CUSTOMER SATISFACTION 1. Customer Satisfaction Basis for Scoring: - Are customer expectations being met? - Are all customer requests responded to promptly, accurately, and completely?	- Customer expectations not met. - Customer requests not responded to promptly, accurately, and completely.	- Most customer expectations met and customer generally satisfied but some improvement warranted. - Most customer requests usually responded to promptly, accurately, and completely but some improvement warranted.	- Customer expectations generally met. Customer satisfied. - Customer requests responded to promptly, accurately, and completely.	- All customer expectations met. Customer requests responded to promptly, accurately, and completely.	- Customer expectations exceeded. Customer very satisfied. - All customer requests responded to promptly, accurately, and completely.
Justification:	Score: <input type="checkbox"/> X 0.08 <input type="checkbox"/> 0				
E. COST SHARE / LEVERAGING 1. Cost Share / Leveraging Basis for Scoring: - Has the Contractor obtained some cost share? and/or - Has the Contractor pursued and/or taken advantage of technical or financial leveraging opportunity(ies)?	- Cost share and/or leveraging opportunities not pursued.	- Minimal attempt to secure cost share and/or identify leveraging opportunities, as appropriate.	- Cost share and/or leveraging opportunities pursued, as appropriate.	- Actions to pursue cost share and/or leveraging opportunities clearly demonstrated, as appropriate.	- Secured cost share or demonstrated significant actions in an attempt to obtain cost share and/or identified and pursued significant leveraging opportunities, as appropriate.
Justification:	Score: <input type="checkbox"/> X 0.02 <input type="checkbox"/> 0				
Total Award Fee Score					
Total Award Fee Percentage (From Award Fee Conversion Chart)					
Award Fee Pool \$0					
Award Fee 0%					
Approval:					
Date:					

ANNEX 2 – Award Fee Conversion Chart

FAR Adjectival Rating	Award Fee Score	Percentage of Award Fee Available
Excellent (91-100% Award Fee)	100	100
	99	100
	98	100
	97	99
	96	97
	95	95
	94	94
	93	93
	92	92
	91	91
Very Good (76-90% Award Fee)	90	90
	89	89
	88	88
	87	87
	86	86
	85	85
	84	84
	83	83
	82	82
	81	81
Good (51-75% Award Fee)	80	75
	79	70
	78	65
	77	60
	76	55
Satisfactory (≤50% Award Fee)	75	50
	74	40
	73	30
	72	20
	71	10
Unsatisfactory (0% Award Fee)	0-70	0

Attachment No. 2

SF254

Place Holder

Attachment 3

REPORT FORMATS

Distribution instructions for the following reports are contained in Enclosure Number 1 of Exhibit A for Each Task Order: Contract Data Requirements List, Instructions for Distribution.

Delivery Order 0001 – Center Operations and Management

- CDRL A001: COE Quarterly Report
- CDRL A002: COE Award Fee Evaluation
- CDRL A003: Contract Final Report
- CDRL A004: All other ManTech Program deliverables as required

CDRL A001 (Delivery Order 0001): COE Quarterly Report

The COE Quarterly Report shall contain two sections, Center Status and Project Status sections as shown below.

1. Center Status

- a. Cover Page (with COE, Quarter / Dates Covered)
- b. Table of Contents
- c. Executive Summary
- d. Center Activities Report (include accomplishments and recommendations based on independent analyses/assessments)
- e. Status of Program Planning
 - 1. Current Fiscal Year (FY) Program Planning Status
 - 2. Next Fiscal Year Program Planning Status
 - 3. Current Projection of New Start Funds for Next Fiscal Year
- f. Center Financial Status
 - 1. ManTech: operations and management activities' costs report detailed by expense element including: direct labor hours, direct salaries, overhead hours & costs, facilities maintenance, facilities purchased or leased, travel, materials, subcontracts/consultants, and other direct/indirect costs.
 - 2. Non-ManTech (if applicable)
 - 3. ODC Itemized List: ODC, description/purpose, date of purchase, quantity, unit cost, and total cost.
- g. Major Activities Planned for the Next Quarter
- h. Status of Technical Project Reports: Include table (project number, title, status, end date, due date, submittal date) for i) all projects that the work has been completed, but whose Technical Project Report has yet to be published, and ii) all projects with projected end dates within the next quarter.

2. Project Status (for each Active ManTech Project, Special projects, and Non-ManTech projects)

- a. Cover Page (with Order Number, ManTech Project Number, PDR Number, COE Project Number (if applicable), Project Title, and Quarter/Dates Covered by this report)
- b. Period of Performance – include any contract modifications, extensions, etc.

- c. Project Participants
- d. Stakeholder, including POC info (name, title, address, phone, e-mail)
- e. Technical Assistant POC info (if applicable)
- f. Navy Technical Authority POC info (if applicable)
- g. Responsible COE Project Manager POC info
- h. Background/Problem Statement
- i. Objective
- j. Overall Project Status (Green/Yellow/Red)
 - 1. Technical
 - 2. Schedule
 - 4. Cost

Note: Green – good/on track
 Yellow – minor deviation (explain)
 Red – major deviation (explain)
- k. Project Financial Status (include total and FY planned/actual/forecast)
 Include project budget (total budget and amount through reporting period; total expenditures, expenditures for report period; cost share). Break out expenditures by Performing Activity (in house vs. subcontracted activities/purchased services).
- l. Significant Past Activity
- m. Significant Activity/Accomplishments for Reporting Quarter, Overall, and by Phase and Task
- n. Plans for Next Quarter
- o. Issues/Problems/Workarounds (if applicable)
- p. Project Schedule Update
 - 1. Milestone/Deliverable Table (FY Deliverables; Date Due; Deliverable; Status)
 - 2. Gantt Chart showing Schedules/Progress (if required by contract)
- q. Implementation Status/Update
 If determined applicable by the Program Officer, an Implementation Report section shall be included in the Project Status section of the Quarterly Project Status/Financial Report. The Implementation Status shall outline the necessary events for successful transition into the Navy and the necessary resources to ensure transition. The following items shall be reported under the Implementation Report:
 - 1. Primary and secondary weapons systems targeted for implementation of technology developed.
 - 2. Implementing organization.
 - 3. Identification of organization/personnel responsible for major milestones leading to full implementation. Identification of the appropriate Navy Technical Authority.
 - 4. Remaining tasks required to implement improved manufacturing technologies in a production environment.
 - 5. Summary of interactions held with the Navy Technical Authority and/or the implementing program office to ensure the project remains on track with the platform's needs, requirements, and schedule.
 - 6. Estimated funding/source of funding required for implementation.
 - 7. Implementation timeline for transition of resultant technology to production floor. The tasks identified in Item 4 (above) shall be clearly delineated in the timeline. The timeline shall include major milestones for Government and/or Design Agent certification/qualification of improved process.

8. Is the project on schedule to meet the transition window? If not, explain why and what needs to be done to recover.
9. Associated designs and materials, as applicable.
- r. Remarks/Recommendations (if applicable)

CDRL A002: COE Award Fee Evaluation

The format for the semi-annual COE Award Fee Evaluations shall be as described in Contract Award Fee Plan.

CDRL A003 (Delivery Order 0001): Final Report

Contractor format is acceptable as approved by the ONR Program Officer. Report shall provide a summary of all work completed during the entire contract period.

CDRL A004 (Delivery Order 0001): All other ManTech Program deliverables as required

Contractor format is acceptable, unless ONR Program Office format specified with applicable data call.

Delivery Order 0002 – Project Development and Management

CDRL A001: Project Final Report

CDRL A002: All other ManTech Program deliverables as required

CDRL A001 (Delivery Order 0002): Project Final Report

1. Cover Page (Title, Date, Project Number, Performing Activity, Project Team Members and Contact information)
2. Executive Summary/Abstract
3. Table of Contents
4. Background/Problem Statement
5. Objective(s)
6. Technical Approach (by task)
7. Technical Activities Performed
8. Results and Discussions
9. Benefits Analysis
 - a. Categorize and prioritize project's accomplishments in one or more of the following areas and include quantifiable data to support benefit analysis:
 - Warfighter readiness
 - Improved performance
 - Cost avoidance/savings
 - New product/process development to meet critical performance requirements
 - Environmental compliance
10. Implementation Report (Transition / Deployment Progress / Status)

If determined applicable by the Program Officer, an Implementation Report section shall be included in the Technical Project Report. The following items shall be reported under the Implementation Report section:

 - a. Primary and secondary weapons systems targeted for implementation of technology developed.
 - b. Implementing organization.
 - c. Identification of organization/personnel responsible for major milestones leading to full implementation. Identification of the appropriate Navy Technical Authority.
 - d. Description of how the new technology and/or processes were implemented into the targeted platform/system.
 - e. Implementation timeline for transition of resultant technology to production floor. The timeline shall include major milestones for Government and/or Design Agent certification/qualification of improved process.
 - f. Associated designs and materials, as applicable.
 - g. Identification of other platforms, systems or services that have interest in the new technology and will take the lessons learned to further develop the technology to their own specific needs.
11. Conclusions and Recommendations

Recommendations shall be based on independent analyses/assessments conducted by the NSAM COE (Contractor).
12. References

- * Contractor/Program Office report format is acceptable for Non-ManTech reports, such as Special Projects or Non-ManTech Projects.

CDRL A002 (Delivery Order 0002): All Other ManTech Program Deliverables as required

Contractor format is acceptable, unless ONR Program Office format specified with applicable data call.

**CONTRACTING OFFICER'S REPRESENTATIVE
APPOINTMENT LETTER**

August 14, 2014

From: Wade Wargo
To: Neil Graf

Subj: Appointment as Contracting Officer's Representative
(COR)

Ref: (a) DFARS 201.602-2
(b) FAR 3.2
(c) ONRINST 4205

Pursuant to reference (a) you are hereby appointed as the Contracting Officer's Representative (COR) for the administration of the following contract/order:

Contract Number: N00014-14-D-0377

For: Naval Shipbuilding and Advanced Manufacturing Center of Excellence (NSAM COE)

Name of Contractor: Advanced Technology International dba SCRA Applied R&D; 5300 International Boulevard, Charleston, SC 29418

Contract Period of Performance: August 21, 2014 through August 20, 2019.

1. As COR, you have the specific responsibilities detailed below.

a. Furnish the contractor technical direction and guidance in all aspects of the contract. You may formalize your guidance to the contractor in writing, provided that the written guidance does not affect price or duration of the contract and provided that this guidance contains both a signed acknowledgement from the contractor and the following statement:

"In accepting this technical direction and guidance, the contractor agrees that the price and all other terms and conditions of the contract remain unchanged."

2. As a COR **you do not** have the authority to direct the contractor how to perform but are empowered to provide guidance as to what of a technical nature is required. If you are unsure whether giving specific instructions falls within your purview, contact the Contracting Officer for guidance before giving instructions to the contractor.

3. During surveillance of contract performance, take care to ensure this contract does not become a personal services contract through your actions or the actions of other government personnel who may assist you in the performance of your duties.

This distinction between surveillance, which is proper and necessary, and supervision, which is illegal, is violated when surveillance becomes supervision and the contractor is told how to perform the contract. Supervision of the contractor must be scrupulously avoided.

4. COR duties include, but are not limited to:

a. Serving as the technical contact through which the contractor can relay his questions and problems of a technical nature to the Contracting Officer.

b. Monitoring the contractor's performance to ensure that inefficient and/or wasteful methods are not utilized and, if they are, alerting the Contracting Officer. Also, input evaluation reports into CPARS.

c. Reviewing and evaluating contractor estimates to perform work under the contract and advising the Contracting Officer accordingly.

d. Over-viewing contractor performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended and alerting the Contracting Officer of any problems.

e. Reviewing contractor progress and financial reports and completing the certification of inspection and acceptance of services performed through the Wide Area Work Flow (WAWF) system at the end of the contract.

f. Alerting the Contracting Officer to any potential performance problems. If the performance schedule slips, determine the reasons and work with the Contracting Officer to

eliminate the problem. Monitor schedule recovery in accordance with the agreed-upon plan.

g. Furnishing the Contracting Officer with contractor requests for changes, deviations, or waivers, including any supporting analysis and other required documentation.

5. Notwithstanding the duties listed above, CORs do not possess the authority of a Contracting Officer, and therefore must not alter the terms and conditions of the basic contract.

6. Relationships between contractors and CORs must be beyond reproach. Therefore, strict compliance with DoD Directive 5500.7 regarding standards of conduct and conflict of interest is required. If you are not familiar with these instructions, please read them as soon as possible. If you need copies, please contact ONR BD00CC, Corporate Counsel.

7. This appointment is effective through the life of the contract, unless you are otherwise relieved.

8. COR authority **may not be** redelegated. However, an "Alternate COR" (ACOR) may be nominated and appointed by the PCO to act only in the absence of the primary COR. The nomination and appointment criteria and procedures for the ACOR are the same as those for the COR.

(b)(6)



COR/ACOR Signature (which constitutes
Acceptance of appointment)

9/14/14
Date

Note: Please sign one copy of this memorandum in the space provided below, and return to the Contracting Officer/Contract Specialist, who will upload it into the CORT Tool.

**SMALL BUSINESS SUBCONTRACTING PLAN
NAVAL SHIPBUILDING AND ADVANCED MANUFACTURING CENTER OF
EXCELLENCE (NSAM COE) PROGRAM**

SECTION A INTRODUCTION

A.1 INTRODUCTION

This subcontracting plan sets forth the policies, plans, and procedures by which the Advanced Technology International dba SCRA Applied R&D (herein referred to as SCRA) will subcontract for supplies and services, including implementation of its small business and small disadvantaged business program. The following, together with any attachments, is submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507, 103-355, 105-135, Historically Underutilized Business Zone Act of 1997, and the Veterans Entrepreneurship and Small Business Development Act of 1999, P.L. 106-50 as implemented by the Federal Acquisition Regulation, the Defense Supplement thereto, Public Law 100-180 and 103-337. The policies, plans and procedures contained herein are reviewed at least annually and modified as necessary to maintain compliance with all applicable laws and regulatory requirements.

Acquisition of supplies, services, equipment, and construction which do not exceed the simplified acquisition threshold in value will be procured using the procedures and criteria set forth in Subpart 8.4 and Part 19 of the Federal Acquisition Regulation (FAR) or using simplified acquisition procedures in a manner common to general business practices, in keeping with Part 19 of the FAR and appropriately applying the provisions of the small business program.

A.2 TYPE OF PLAN

This subcontracting plan is structured as an Individual Plan with all elements developed specifically for this contract and applicable for the full term of this contract.

SECTION B SUBCONTRACTING GOALS AND DESCRIPTIONS

B.1 SMALL BUSINESS GOALS

Base Program Goals:

Total Planned to be subcontracted to:	Base Program	
Large Businesses	59.5%	\$ 622,992
Small Businesses (SB)	40.5%	\$ 424,020
TOTAL	100.0%	\$ 1,047,012
Small Disadvantaged Business (SDB)	1.1%	\$ 11,508
Woman Owned (WO)	12.4%	\$ 129,850
HUBZone	0.1%	\$ 1,079
Veteran Owned (VOSB)	6.0%	\$ 63,141
Service Disabled Veteran Owned (SDVOSB)	0.2%	\$ 2,165

Option Years Goals:

Total Planned to be subcontracted to:	Option 1		Option 2		Option 3	
Large Businesses	59.5%	\$ 319,077	59.5%	\$ 315,924	59.8%	\$ 309,565
Small Businesses (SB)	40.5%	\$ 216,994	40.5%	\$ 211,972	40.2%	\$ 207,967
TOTAL	100.0%	\$ 536,071	100.0%	\$ 527,896	100.0%	\$ 517,532
Small Disadvantaged Business (SDB)	1.1%	\$ 5,890	1.1%	\$ 5,806	1.1%	\$ 5,692
Woman Owned (WO)	12.4%	\$ 66,603	12.4%	\$ 65,380	11.8%	\$ 60,980
HUBZone	0.1%	\$ 530	0.1%	\$ 580	0.1%	\$ 515
Veteran Owned (VOSB)	6.0%	\$ 32,250	6.0%	\$ 31,583	6.0%	\$ 31,052
Service Disabled Veteran Owned (SDVOSB)	0.2%	\$ 1,072	0.2%	\$ 1,055	0.2%	\$ 1,035

B.2 DESCRIPTION OF ITEMS TO BE SUBCONTRACTED

Naval Shipbuilding and Advanced Manufacturing Center of Excellence (NSAM COE) services subcontracts are subcontracts awarded by SCRA to subcontractors other than the NSAM COE team member companies that may occasionally be employed to provide services for this program. The principal types of services and supplies that will be subcontracted to small businesses include: shipbuilding and design consulting, travel support, project selection consulting, printing, graphics, and meeting support services.

B.3 GOAL METHODOLOGY

Goals are expressed in both percentages and dollars of the total amount estimated to be available for subcontracting under the Delivery Orders 0001 (Core Operations and Management) and 0002 (Navy ManTech Project Development and Management). These subcontracting goals have been developed by analyzing the NSAM COE requirements and assessing what types of costs will be

acquired and competed among SB, SDB, WOSB, HUBZone, VOSB and SDVOSB companies. The current focus and guidance from ONR to implement manufacturing and design advancements in large-scale platforms (e.g., aircraft carrier, VIRGINIA Class Submarine) will require the participation of large companies (primarily General Dynamics Electric Boat and Huntington Ingalls Incorporated), which precludes the use of small business concerns for the majority of the effort. As such, project dollars for Navy ManTech technical projects and non-Navy ManTech technical projects were removed from the available subcontracting funds included in the plan.

For the NSAM COE proposal, SCRA has recruited an experienced team of consultants, including one WOSB and one VOSB, to perform various services in support of the program. SCRA estimates that over the life of the program approximately \$1,060,953 or 40.4% of the total dollars available for subcontracting opportunities will be with small business concerns.

In addition to the WOSB consultant, all of SCRA's travel is booked directly through T&E Solutions, a woman owned small business which helps to account for the 12.2% WOSB goal throughout the life of the program.

The SDB, HUBZone, VOSB, and SDVO goals were developed by taking a portion of the Other Direct Costs (ODCs) that have been allocated for printing services, conference registration fees and costs associated with conference booth rentals. SCRA evaluated the ODCs and found that of the total ODC budget of \$161,965, approximately \$44,233 of the total ODC budget would be spent with SB which includes \$28,896 with SDB, \$2,672 with HUBZone, \$7,776 with VOSB, and \$5,256 with SDVO small business concerns over the life of the program. SCRA will continue to use its best efforts to continue to review the requirements of the program to identify new SDB, HUBZone, VO and SDVO small businesses that can contribute to the program.

At this time, SCRA is unable to propose the Federally Mandated Small Business goals, however, SCRA will take every reasonable opportunity to target additional subcontracting participation for small business firms and every reasonable attempt will be made to procure required materials and/or equipment and supplies from small business concerns. Where applicable and whenever possible, SCRA will actively pursue the participation of small business firms.

These proposed estimates were based upon the achievement of small business participation in an existing contract arranged by SCRA, the Center for Naval Shipbuilding Technology (CNST) Program. We believe that the small business plan developed and deployed under CNST provides a good benchmark for the small business subcontracting plan performance of this program.

Indirect costs have not been included in the dollar and percentage subcontracting goals stated above.

SECTION C RESPONSIBLE COMPANY INDIVIDUALS

C.1 PROGRAM MANAGER

The NSAM COE Program Manager (PM), with assistance from the Program Management office, will be responsible for approving the technical content and adequacy of the specifications developed for each procurement and the program team will be ultimately responsible for

approving the technical content and sufficiency of the services proposed by the proposers selected for award.

The NSAM COE Program Manager will be the source selection official. The PM will have overall responsibility for carrying out the provisions of this plan, for establishing the source selection evaluation criteria, for designating source selection boards, and for ensuring that the best interests of the Government are served in the acquisition process and in source selection.

C.2 SMALL BUSINESS LIAISON OFFICER (SBLO)

The Executive Vice President of Contracts and Compliance will serve as the Subcontracting Plan Administrator and the Corporate Procurement Analyst will serve as the Small Business Liaison Officer (SBLO). Contact information is contained below:

Subcontracting Plan Administrator:	Small Business Liaison Officer:
Natalie A. Corella	Julia L. Carlisle
Executive VP of Contracts and Compliance	Sr. Procurement Analyst
5300 International Blvd.	5300 International Blvd.
N. Charleston, SC 29418	N. Charleston, SC 29418
(843) 760-3361	(843) 760-3640
(843) 760-3349	(843) 760-3349

C.3 SMALL BUSINESS LIAISON OFFICER RESPONSIBILITIES

The SCRA SBLO will ensure that the provisions of this plan are carried out and enforced and that SB/HUB/SDB/VOSB/SDVO/WOSB subcontracting goals are established.

The SCRA SBLO has the general overall responsibilities for SCRA's subcontracting program including developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans. The SBLO will be responsible for Small Business developmental and technical assistance and dissemination of information on available business opportunities to ensure that those SB firms are provided an equal opportunity to compete for supplies and services.

The SBLO also performs the following duties:

- a. Develops and promotes company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVO concerns; and assures that these concerns are included on the source lists for solicitations for products and services they are capable of providing;
- b. Develops and maintains bidder source lists of SB, SDB, WOSB, HUBZone, VOSB and SDVO concerns from all possible sources;
- c. Ensures periodic rotation of potential subcontractors on bidder's lists;
- d. Ensures that SB, SDB, WOSB, HUBZone, VOSB and SDVO businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing;
- e. Ensures that Requests For Proposals (RFP) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB and SDVO concerns;

- f. Reviews subcontract solicitations to remove statements, clauses, etc., which might tend to restrict to prohibit SB, SDB, WOSB, HUBZone, VOSB and SDVO participation;
- g. Establishes and maintains contract and subcontract award records;
- h. Participates in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- i. Ensures that SB, SDB, WOSB, HUBZone, VOSB and SDVO concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- j. Conducts or arranges for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) for the Small Business Act, as amended;
- k. Monitors the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- l. Prepares, and submits timely, required subcontract reports;
- m. Coordinates the company's activities during the conduct of compliance reviews by Federal agencies;
- n. Meets with the Program Technical teams and Procurement Personnel on a quarterly basis to review the current program small business status and discuss ways to encourage and improve small business participation in the program;
- o. Monitors team member compliance with small business commitments;
- p. Serves as a liaison with economic development organizations and agencies working in support of economic development in the small business community;
- q. Responsible for effectively implementing the small business programs within their activities, including achieving program goals. Ensure that contracting and technical personnel maintain knowledge of small business program requirements and take all reasonable action to increase participation in SCRA's contracting processes by these SB businesses; and
- r. Performing other duties related to the SCRA Small Business Program as needed.

C.4 REPORTING RELATIONSHIPS

The SBLO, who reports directly to the Subcontracting Plan Administrator and the Executive Vice President of Contracts and Compliance, will work closely with the NSAM COE Program Manager and technical staff.

SECTION D EFFORTS TO ENSURE OPPORTUNITY

D.1 OUTREACH EFFORTS TO OBTAIN SOURCES

Outreach programs and existing small business resources are an important facet of SCRA's small business program. SCRA maintains an extensive database that includes contact information on small business concerns that have been identified as potential suppliers or subcontractors that have the capabilities to meet our procurement needs.

SCRA has also implemented an Online Representations and Certification system that allows small businesses to register and fill out representations and certifications using SCRA's website (<https://contracting.scra.org>). This information allows SCRA to identify and evaluate small business concerns that can provide goods or services to SCRA and helps streamline the representation process.

In addition, SCRA's outreach activities include:

- a. Contacting minority and small business trade associations;
- b. Contacting business development organizations and local chambers of commerce;
- c. Attending SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns procurement conferences and trade fairs;
- d. Requesting sources from the Central Contractor Registration (CCR).
- e. Additional sources utilized to locate SB, SDB, WOSB, HBCUs/MIs, HUBZone, VOSB and SDVO suppliers include:

Source	Website
System for Award Management	http://www.sam.gov
Dynamic Small Business Search	http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm
U.S. Department of Veteran Affairs	http://www.vetbiz.gov
DoD Small Business Innovation Research	http://www.dodsbir.net
DoD Mentor-Protégé Program	http://www.acq.osd.mil/osbp/mentor_protege/
National Director of Women-Owned Businesses	http://www.nawbo.org
Asian Business Association	http://www.aba-la.org
Latin Business Association	http://www.lbausa.org
Black Business Association	http://www.bbala.org
National Minority Supplier Development Council	http://www.nmsdcus.org/
South Carolina Procurement Technical Assistance Center	http://mooreschool.sc.edu/moore/usc-sbdc/

D.2 INTERNAL EFFORTS TO GUIDE AND ENCOURAGE PURCHASING PERSONNEL

- a. Conducting workshops, seminars, and training programs;
- b. Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides, and other data for soliciting subcontractors, and
- c. Monitoring activities to evaluate compliance with the subcontracting plan.

D.3 ADDITIONAL EFFORTS

- a. Review anticipated future subcontracts in order to identify those procurement activities that offer the greatest potential for small business participation. These reviews will be accomplished with the cooperation of the appropriate management and technical staff in order to set forth and achieve goals that are practical and reasonable.

- b. During the course of implementing this program, every effort will be taken to afford the SB, SDB, WOSB, HUBZone, VOSB AND SDVOSB firms an equitable opportunity to compete on subcontracting opportunities. Techniques to be followed are:
- 1) Delineation of description of technical requirements to increase SB, SDB, WOSB, HUBZone, VOSB AND SDVOSB participation.
 - 2) Establishment of prorated or partial payment schedules to recognize the cash flow needs and problems of the SB, SDB, WOSB, HUBZone, VOSB AND SDVOSB firms.
 - 3) Simplification of bid and proposal formats for SB, SDB, WOSB, HUBZone, VOSB AND SDVOSB firms in order to minimize their bid preparation costs.
 - 4) Use of pre-proposal or pre-bid conferences to explain requirements and technical work scope, to establish the format for the description of cost, and to allow verbal exchange regarding potential subcontracting.
- In addition, subcontractors will be provided notice concerning penalties for misrepresentation of status as SB, SDB, WOSB, HUBZone, VOSB AND SDVOSB firms.
- c. SCRA also maintains a list of established small business vendors that provide a variety of supplies and services for our company. The use of these established team members strengthens our management of our contracts while allowing continued success in the implementation of our SB plans.
- d. For any business that represents itself as a HUBZone small business concern, SCRA confirms the certification by accessing the System for Award Management (SAM) system or by contacting SBA. For businesses that qualify for HUBZone certification, SCRA uses all possible efforts to assist the businesses through the certification process.

D.4 INCORPORATION OF FLOW-DOWN CLAUSE(S)

Where possible, procurement of supplies and services will be set-aside for SB, SDB, WOSB, HUBZone, VOSB and SDVOSB enterprises. SCRA will include the FAR clause 52-219-8, "Utilization of Small Business Concerns", and 52.219-9 "Small Business Subcontracting Plan" in all subcontracts that offer further subcontracting opportunities, and require all subcontractors (except SB firms) who receive subcontracts in excess of \$650,000 to adopt a plan that complies with the requirements of FAR 52.219-9, if the subcontractors procure any goods or services for the program.

SCRA will comply with Section 8A of the Small Business Act which requires that SBs to have the maximum practicable opportunity to participate as subcontractors on Federal Contracts. The SCRA Subcontracting Plan Administrator, working with the SBLO, will identify those procurements of supplies and services which lend themselves to set-asides. SCRA will set aside all procurements under the micro purchase threshold and to the greatest extent possible, set aside procurements under the simplified acquisition threshold to small businesses. A set-aside will limit consideration of bids or proposals to those submitted by SB, SDB, WOSB, HUBZone, VOSB and SDVOSB firms in cases where they exist in sufficient numbers to permit competition and have capabilities consistent with subcontract requirements.

SECTION E STUDIES, SURVEYS, AND REPORTING

E.1 STUDIES, SURVEYS, AND REPORTING

SCRA provides the Government assurance of the following:

- a. Cooperate in any studies or surveys that may be required;
- b. Submit periodic reports so that the Government can determine the extent of compliance by SCRA with this subcontracting plan;
- c. Submit Individual Subcontract Reports (ISR) and/or the Summary Subcontract Reports (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.
- d. Ensure that large business subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
- e. Provide the prime contract number, DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- f. Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

SECTION F RECORDKEEPING

F.1 RECORDKEEPING

In accordance with FAR 19.704(a)(11), the following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, VOSB and SDVOSB sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation whether SB, SDB, WOSB, HUBZone, VOSB and/or SDVOSB concerns were solicited, and, if not: why not and the reasons solicited concerns did not receive subcontract awards
- d. Records to support other outreach efforts, e.g., contracts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program & requirements, and;
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor.

g. Additional records:

- 1) SCRA has developed an aggressive program to identify SB, SDB, WOSB, HUBZone, VOSB and SDVOSB enterprises so that a base of data may be utilized to relate SB capabilities to procurement needs. This database is essential to setting practical SB, SDB, WOSB, HUBZone, VOSB and SDVOSB goals.

The following information is included:

- i. Names, addresses, and telephone numbers;
- ii. Legal structure of business;
- iii. Capacity;
- iv. Previous work experience;
- v. Type of work/service provided; and
- vi. Contact persons.

The directory is used consistently and is categorized by types of firms to facilitate identifying businesses with capabilities relevant to particular specifications, subcontracts, or purchase orders and used by the contracting staff to procure goods and services.

- 2) Certifications are kept on file for all vendors used by SCRA. Representations and Certifications are updated on an annual basis to ensure that all of the information remains current and accurate.
- 3) SCRA has an aggressive training program for employees who hold procurement authority. Each procurement employee attends at least one career-related training/seminar per year. Employees are also encouraged to attend workshops and conferences in their field during the year. SCRA holds many internal training sessions throughout the year with each procurement employee leading at least one session per year. SCRA maintains a database that details the information regarding the procurement staff training. SCRA procurement staff training is essential to ensure that our people are updated on current practices and leaders in the procurement field.
- 4) Small business program status updates are sent quarterly to the program teams showing the goals, current status and what is needed to meet the goals.

F.2 TIMELY PAYMENTS TO SUBCONTRACTORS

FAR 19.702 requires SCRA to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontract with small business concerns, small disadvantaged small business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns, and service-disabled veteran-owned small business concerns.

SECTION G GOOD FAITH EFFORT

G.1 DESCRIPTION OF GOOD FAITH EFFORT

SCRA strives to ensure that small business concerns and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts in every aspect of our organization. We evaluate and make awards on a nondiscriminatory best-value basis. Where possible, procurement of supplies and services will be set aside for small business concerns. SCRA's Small Business Liaison Officer will identify the procurement of supplies and services, which lend themselves to set-asides. A set aside will limit consideration of bids or proposals to those submitted by small business concerns, or specifically to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB firms, in cases where they exist in sufficient numbers to permit competition and have capabilities consistent with subcontract requirements. Special assistance is also provided to small business concerns through arranging adequate time for preparation of bids, quantities, delivery schedules and specifications to facilitate their participation.

In addition, SCRA works to recruit and involve, as primary team members, small businesses that maintain very skilled technical staff that are available to provide subject matter expertise. These small businesses have niche skill sets that are not readily available from large businesses.

Buyers are encouraged to review company source lists and search various sources whenever possible and to regularly share information regarding new sources and vendor/subcontractor performance and to ensure small businesses are solicited to the maximum extent possible.

On a quarterly basis, individual small business goals are briefed in the Program Quality Assurance Review as well as reviewed individually by the Program Administrator, the contracts personnel, SCRA Management Team, program managers and other program management office support personnel to assure that the programs are effectively meeting their SB subcontracting goals. SCRA also conducts quarterly audits of the overall SB program and goals.

This subcontracting plan follows government regulations regarding the use of Small Business Concerns including Small Disadvantaged Business, Woman-Owned Small Business, HUBZone Small Business, Veteran Owned Small Business and Service Disabled Veteran Owned Small Business in the procurement process. SCRA has successfully implemented this plan in the management of its government contracts and has received a rating of outstanding five times. This includes an outstanding rating in the latest review of our subcontracting program.